

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA**

**AMERIS BANK, THROUGH ITS  
DIVISION BALBOA CAPITAL  
CORPORATION,**

**Plaintiff,**

**vs.**

**GLOBAL IMPEX, LLC and  
FURKAT MATOSIMOV**

**Defendants.**

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**CIVIL ACTION FILE  
NO. 4:24-cv-5733 JD**

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**COMPLAINT ON EQUIPMENT FINANCING AGREEMENT  
AND CLAIM FOR IMMEDIATE POSSESSION**

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COMES NOW Ameris Bank, through its division Balboa Capital Corporation, (hereinafter “Plaintiff” or “Ameris Bank”), Plaintiff in the above-captioned action and files this its *Complaint on Equipment Financing Agreement and Request for Immediate Possession* (hereinafter “Complaint”) and in support thereof shows the following:

**ALLEGATIONS RELATED TO JURISDICTION AND VENUE**

1.

Ameris Bank is a Georgia Corporation, is registered to do business and is in good standing in the State of South Carolina.

2.

Global Impex, LLC (hereinafter “Global Impex”) is South Carolina corporation.

3.

Global Impex's registered agent is Furkat Matosimov (hereinafter "Matosimov"), and its registered office is located at 4817 Magnolia Lake Drive, Apartment 203, Myrtle Beach, South Carolina 29577.

4.

Matosimov resides at 4855 Luster Leaf Circle, Suite 301, Myrtle Beach, South Carolina 29577.

5.

As reflected above, a complete diversity of citizenship exists between the Plaintiff and all Defendants.

6.

As more fully described below, Ameris Bank seeks damages totaling \$120,132.61, exclusive of interest and costs.

7.

Pursuant to 28 U.S.C. § 1332, this Court maintains subject matter jurisdiction over this case.

8.

Pursuant to 28 U.S.C. § 1391(b), this Court is the proper venue for this civil action to be brought.

#### **ALLEGATIONS RELATED TO THE AGREEMENT**

9.

Paragraphs 1 through 8 are hereby incorporated as if fully restated herein.

10.

On or about February 17, 2023, Global Impex entered into and executed a certain *Equipment Financing Agreement, Agreement # 442458-000* (hereinafter “the EFA”) in favor of Ameris Bank for the purpose of financing the purchase of a 2018 International 4000 Truck, Vehicle Identification Number 1HTMMMML4JH546081(hereinafter “Truck 6081”) and a 2018 International 4000 Truck, Vehicle Identification Number 1HTMMMML4JH546145 (hereinafter “Truck 6145”) (Truck 6081 and Truck 6145 hereinafter collectively “Trucks”).

11.

Pursuant to the EFA, Global Impex agreed to pay Ameris Bank forty-eight (48) equal monthly payments of \$3,911.00, beginning on April 30, 2023.

12.

Pursuant to the EFA, Global Impex granted Ameris Bank a security interest in the Trucks.

13.

A true and correct copy of the EFA is attached hereto as Exhibit “1”.

14.

Ameris Bank perfected its security interest with the South Carolina Department of Motor Vehicles.

15.

A true and correct copy of each Certificate of Title, denoting Ameris Bank as the first lienholder is attached hereto as Exhibit “2”.

16.

On or about February 17, 2023, Matosimov entered into and executed a certain *Personal Guaranty Equipment Financing Agreement #442458-000* (hereinafter “Guaranty”) in favor of Ameris Bank, guarantying all debts and obligations due Ameris Bank from Global Impex.

17.

A true and correct copy of the Guaranty is attached hereto as Exhibit “3”.

**COUNT I – BREACH OF THE EFA**

18.

Paragraphs 1 through 17 are incorporated as if fully restated herein.

19.

Neither Global Impex nor Matosimov have made any of the monthly payments which became due on or after June 30, 2024, pursuant to the EFA.

20.

Pursuant to Section 18 of the EFA, a failure to make a payment when it becomes due is an event of default.

21.

Global Impex defaulted on the terms of the EFA by failing to make any monthly payments which became due on or after June 30, 2024.

22.

Matosimov defaulted on the terms of the Guaranty by failing to make any monthly payments which became due on or after June 30, 2024.

23.

Upon default, Section 19 of the EFA states:

Upon the occurrence of an event of default Creditor shall have the right, options, duties and remedies of a secured party, and Debtor shall have the rights and duties of a Debtor, under the Uniform Commercial Code (regardless of whether such Code or a law similar thereto has been enacted in a jurisdiction wherein the rights or remedies are asserted) and in connection therewith Creditor may: (a) sue for and recover from Debtor the sum of: (1) all unpaid Monthly Payments and other payments, including late charges and interest, due under this Agreement then accrued, all accelerated future payments due through the last day of the term of this Agreement; (2) any and all costs or expenses paid or incurred by Creditor in connection with the repossession, holding, repair, reconditioning and subsequent sale, lease or other disposition of the Collateral, including but not limited to attorney's fees and costs, whether or not litigation is commenced; (3) all other costs or expenses paid or incurred by Creditor at any time in connection with the execution, delivery, administration, amendment and enforcement or exercise of any of the Creditor's rights and remedies under this Agreement, including, but not limited to, attorneys' fees and costs, whether or not litigation is commenced, and taxes imposed by any governmental agency; (4) any actual or anticipated loss of federal or state tax benefits to Creditor (as determined by Creditor) resulting from Debtor's default or Creditor's repossession or disposition of the Collateral; and (5) any and all other damages proximately caused by Debtor's default; (b) declare the Casualty Value or such lesser amount as may be set by law immediately due and payable with respect to any or all Items of Collateral without notice or demand to Debtor; (c) take possession of and, if deemed appropriate, render unusable any or all Items of Collateral, without demand or notice, wherever located, without any process of law and without liability for any damages occasioned by such taking of possession including damages to contents; (d) require Debtor to assemble any or all Items of Collateral at a location in reasonable proximity to their designated location hereunder, (e) upon notice to Debtor required by law, sell or otherwise dispose of any Items of Collateral, whether or not in Creditor's possession, in a commercially reasonable manner at public or private sale and apply the net proceeds of such sale after deducting all costs of such sale, including, but not limited to, costs of transportation, repossession, storage, refurbishing, advertising and brokers fees, to the obligations of Debtor hereunder with Debtor remaining liable for any deficiency and with any excess being returned to Debtor or (f) utilize any other remedy available under the Uniform Commercial code or otherwise to Creditor. All remedies are cumulative. Any sale may be adjourned by announcement at the time and place appointed for such sale without further published notice, and Creditor may, if permitted by law, bid at any such sale.

24.

Pursuant to Section 11 of the EFA, the "Casualty Value" of the Trucks "shall equal (a) any amounts due at the time of such payment, and (b) each future Monthly Payment due with

respect to such Item discounted at three percent (3%) per annum simple interest from the date due to the date of such payment.”

25.

On August 14, 2024, Ameris Bank exercised its right to declare a default and declared the Casualty Value immediately due and payable as provided in Sections 19 and 11 of the EFA.

26.

As of August 14, 2024, Global Impex was past due in the monthly payments due to Ameris Bank pursuant to the EFA in an amount totaling \$7,822.00.

27.

As of August 14, 2024, Global Impex was past due in late charges due to Ameris Bank pursuant to the EFA in an amount totaling \$1,407.96.

28.

As of August 14, 2024, Global Impex had incurred NSF charges and Non-AutoPay charges totaling \$185.00.

29.

On August 14, 2024, the present value of the remaining thirty-two (32) future monthly payments discounted at three percent (3.0%) yields an amount equal to \$120,132.61.

30.

As of August 14, 2024, the outstanding balance of the sum of past due monthly payments, late charges, NSF charges and Non-AutoPay charges and the present value of the remaining monthly payments, discounted at three percent (3.0%), totaled an amount equal to \$129,547.57.

31.

Pursuant to the EFA, interest accrues on all outstanding past due amounts due at the rate of one and one-half percent (1.5%) per month or eighteen percent (18%) per annum.

32.

Starting on August 14, 2024, and continuing through September 30, 2024, interest accrued on the outstanding balance at the rate of one-half percent (1.5%) per month or \$63.89 per diem.

33.

As of September 30, 2024, interest had accrued on the outstanding balance due in an amount equal to \$3,002.66.

34.

On September 30, 2024, the outstanding balance due on the EFA totaled \$132,550.23.

35.

As the proximate cause of Global Impex's breach of the EFA, as of September 30, 2024, Ameris Bank has been damaged in the amount of \$132,550.23, plus interest accruing at the per diem rate of \$63.89 thereafter.

36.

As the proximate cause of Matosimov's breach of the Guaranty, as of September 30, 2024, Ameris Bank has been damaged in the amount of \$132,550.23, plus interest accruing at the per diem rate of \$63.89 thereafter.

37.

As the proximate cause of Global Impex's breach of the EFA and Matosimov's breach of the Guaranty, Global Impex and Matosimov are jointly and severally liable to Ameris Bank for

an amount equal to \$132,550.23, plus interest accruing after September 30, 2024 at the per diem rate of \$63.89.

**COUNT II – CLAIM AND DELIVERY/IMMEDIATE POSSESSION**

38.

Paragraphs 1 through 37 are incorporated as if fully restated herein.

39.

Defendants have defaulted on their respective obligations to Ameris Bank arising under the EFA.

40.

Demand for payment or return of the Trucks has been made by Ameris Bank, but Defendants have failed and refused to comply with same.

41.

Upon information and belief, Defendants remain in possession of the Trucks.

42.

Pursuant to the terms and conditions of the EFA and pursuant to S.C. Code Ann. § 15-69-10 *et seq.*, Ameris Bank, as holder of a first priority security interest in the Trucks, is entitled to an order from this Court: (i) granting immediate possession of the Trucks; (ii) directing execution to any and all singular Sheriffs, Marshals and their Deputies; (iii) commanding that the Trucks presently in the possession of Defendants be sold, with the proceeds from such sale being applied toward the indebtedness owing to Ameris Bank, plus expenses; and (iv) in the alternative, in accordance with South Carolina law, at the discretion of Ameris Bank, directing the Trucks be delivered to the possession of Ameris Bank.



43.

Pursuant to S.C. Code Ann. §§ 15-69-10 and 15-69-30, Ameris Bank attaches a true and correct copy of the Declaration of James J. Grant for Claim and Delivery hereto as Exhibit “4”.

44.

Pursuant to S.C. Code Ann. § 15-69-40, Ameris Bank attaches its Notice of Right to Pre-Seizure Hearing (Claim and Delivery) hereto as Exhibit “5”, wherein Defendants are notified of their right to demand a pre-seizure hearing within five (5) days from the date of service of such notice.

45.

Pursuant to S.C. Code Ann. § 15-69-90 *et seq.*, Defendants are prohibited from transferring, removing, or conveying the Trucks, or any part or portion thereof, from the jurisdiction without first posting a bond.

### **COUNT III - ATTORNEY’S FEES**

46.

Paragraphs 1 through 45 of this Complaint are hereby incorporated as if fully restated herein.

47.

Pursuant to the EFA, Ameris Bank is entitled to recover reasonable attorney’s fees in the collection of outstanding amounts due Ameris Bank.

WHEREFORE, Ameris Bank prays the following:

- a) That Summons issue, that each Defendant be served with a copy of the Summons and Complaint, and that each Defendant be required to appear and answer as required by law;

- b) With respect to Count I of this Complaint, the Court enters judgment in favor of Ameris Bank and against the Defendants, jointly and severally, in the amount of the balance owing on the EFA and Guaranty, which as of September 30, 2024, was \$132,550.23 plus interest accruing after September 30, 2024 at the per diem rate of \$63.89;
- c) With respect to Count II of this Complaint, that each Defendant be served with the Declaration of James J. Grant for Claim and Delivery and Notice of Right to Pre-Seizure Hearing (Claim and Delivery); that Ameris Bank be granted an Order for Immediate Dispossession in accordance with South Carolina law with respect to the Trucks; Execution and levy issue on the Order for Immediate Dispossession in accordance with South Carolina law;
- d) The Court enters an order requiring the Defendants to disclose the location of the Trucks;
- e) With respect to Count III of this Complaint, the Court enters judgment in favor of Ameris Bank and against Defendants for its reasonable attorney's fees pursuant to the EFA;
- f) The Court enters judgment awarding Ameris Bank all costs incurred in this action;
- g) Interest accrues on the judgment amount; and
- h) That Ameris Bank has such other and further relief as this Court may deem equitable and just.

*[Signatures appear on following page]*

RESPECTFULLY SUBMITTED this 9th day of October, 2024.

**MOORE, CLARKE, DuVALL & RODGERS, P.C.**

*/s/ Wheeler H. Bryant*

**WHEELER H. BRYANT**

South Carolina State Bar No.: 103078

South Carolina Fed. District Court ID No.: 14177

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